

NOTE: CHANGES MADE BY THE COURT

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GROVER PRODUCTS CO.,

Plaintiff,

vs.

FLEETPRIDE, INC. AND DOES 1-10,
INCLUSIVE,

Defendants.

Case No. CV 16-2140-TJH (JPRx)

STIPULATED PROTECTIVE ORDER

Complaint filed: March 29, 2016
Hon. Terry J. Hatter, Jr.
Magistrate Judge Jean P. Rosenbluth

Upon consideration of the Parties' Proposed Stipulated Protective Order dated May 25, 2016, and finding good cause thereon, **IT IS HEREBY ORDERED THAT:**

The terms of the Stipulated Protective Order shall govern the handling and disclosure of confidential, proprietary, or private information produced in this action.

IT IS HEREBY STIPULATED AND AGREED between Plaintiff Grover Products Co. and Defendant FleetPride, Inc., by and through their respective attorneys of record, that the Court may enter a Protective Order containing the following terms and conditions.

1. **A. PURPOSES AND LIMITATIONS**

Disclosure and discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties

STIPULATED PROTECTIVE ORDER

1 acknowledge that this Order does not confer blanket protections on all disclosures
2 or responses to discovery and that the protection it affords from public disclosure
3 and use extends only to the limited information or items that are entitled to
4 confidential treatment under the applicable legal principles. The parties further
5 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
6 Order does not entitle them to file confidential information under seal; Civil Local
7 Rule 79-5 sets forth the procedures that must be followed and the standards that
8 will be applied when a party seeks permission from the court to file material under
9 seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve customer and pricing lists and other valuable
12 research, development, commercial, financial, technical and/or proprietary
13 information for which special protection from public disclosure and from use for
14 any purpose other than prosecution of this action is warranted. Such confidential
15 and proprietary materials and information consist of, among other things,
16 confidential business or financial information, information regarding
17 confidential business practices, or other confidential research, development, or
18 commercial information (including information implicating privacy rights of third
19 parties), information otherwise generally unavailable to the public, or which may
20 be privileged or otherwise protected from disclosure under state or federal
21 statutes, court rules, case decisions, or common law. Accordingly, to expedite
22 the flow of information, to facilitate the prompt resolution of disputes over
23 confidentiality of discovery materials, to adequately protect information the parties
24 are entitled to keep confidential, to ensure that the parties are permitted reasonable
25 necessary uses of such material in preparation for and in the conduct of trial, to
26 address their handling at the end of the litigation, and serve the ends of justice, a
27 protective order for such information is justified in this matter. It is the intent of
28 the parties that information will not be designated as confidential for tactical

1 reasons and that nothing be so designated without a good faith belief that it has
 2 been maintained in a confidential, non-public manner, and there is good cause why
 3 it should not be part of the public record of this case.

4 2. DEFINITIONS

5 2.1 Action: The litigation between the parties, captioned *Grover Products*
 6 *Co. v. FleetPride, Inc. and Does 1-10, inclusive*, CV 16-2140-TJH (JPRx).

7 2.2 Challenging Party: A Party or Non-Party that challenges the
 8 designation of information or items under this Order.

9 2.3 "CONFIDENTIAL" Information or Items: Information (regardless
 10 of how it is generated, stored or maintained) or tangible things that qualify for
 11 protection under Federal Rule of Civil Procedure 26(c).

12 2.4 Counsel (without qualifier): Outside Counsel of Record and House
 13 Counsel (as well as their support staff).

14 2.5 Designating Party: A Party or Non-Party that designates information
 15 or items that it produces in disclosures or in responses to discovery as
 16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 17 ONLY."

18 2.6 Disclosure or Discovery Material: All items or information, regardless
 19 of the medium or manner in which it is generated, stored, or maintained (including,
 20 among other things, testimony, transcripts, and tangible things), that are produced
 21 or generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: A person with specialized knowledge or experience in a
 23 matter pertinent to the litigation who (1) has been retained by a Party or its counsel
 24 to serve as an expert witness or as a consultant in this Action, (2) is not a past or
 25 current employee of a Party or of a Party's competitor, and (3) at the time of
 26 retention, is not anticipated to become an employee of a Party or of a Party's
 27 competitor. This definition includes (1) the staff and colleagues of such advisor to
 28

1 whom it is reasonably necessary to disclose the information in this Action, and (2)
 2 a professional jury or trial consultant retained in connection with this Action.

3 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

4 Information or Items: Extremely sensitive “Confidential Information or Items”
 5 whose disclosure to another Party or Non-Party would create a substantial risk of
 6 serious harm that could not be avoided by less restrictive means.

7 2.9 House Counsel: Attorneys who are employees of a Party to this
 8 Action. House Counsel does not include Outside Counsel of Record or any other
 9 outside counsel.

10 2.10 Non-Party: Any natural person, partnership, corporation, association,
 11 or other legal entity not named as a Party to this action.

12 2.11 Outside Counsel of Record: Attorneys who are not employees of a
 13 Party to this Action but are retained to represent or advise a Party to this Action
 14 and have appeared in this Action on behalf of that Party or are affiliated with a law
 15 firm which has appeared on behalf of that Party, including support staff.

16 2.12 Party: Any party to this Action, including all of its officers, directors,
 17 employees, consultants, retained experts, and Outside Counsel of Record (and their
 18 support staffs).

19 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
 20 Discovery Material in this Action.

21 2.14 Professional Vendors: Persons or entities that provide litigation
 22 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
 23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 24 and their employees and subcontractors.

25 2.15 Protected Material: Any Disclosure or Discovery Material that is
 26 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 27 ATTORNEYS’ EYES ONLY.”

28

1 2.16 Receiving Party: A Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 3. **SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 4. **DURATION**

12 Once a case proceeds to trial, all of the information to be introduced that was
13 previously designated as confidential or maintained pursuant to this protective
14 order becomes public and will be presumptively available to all members of the
15 public, including the press, unless compelling reasons supported by specific factual
16 findings to proceed otherwise are made to the trial judge in advance of the trial.
17 See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir.
18 2006) (distinguishing “good cause” showing for sealing documents produced in
19 discovery from “compelling reasons” standard when merits-related documents are
20 part of court record).

21 However, for information not introduced at trial that was previously
22 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY, even after final disposition of this Action, the confidentiality
24 obligations imposed by this Order shall remain in effect until a Designating Party
25 agrees otherwise in writing or a court order otherwise directs. Final disposition
26 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
27 action, with or without prejudice; and (2) final judgment herein after the
28 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of

1 this action, including the time limits for filing any motions or applications for
 2 extension of time pursuant to applicable law.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

5 Each Party or Non-Party that designates information or items for protection under
 6 this Order must take care to limit any such designation to specific material that
 7 qualifies under the appropriate standards. To the extent it is practical to do so, the
 8 Designating Party must designate for protection only those parts of material,
 9 documents, items, or oral or written communications that qualify - so that other
 10 portions of the material, documents, items, or communications for which
 11 protection is not warranted are not swept unjustifiably within the ambit of this
 12 Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations
 14 that are shown to be clearly unjustified or that have been made for an improper
 15 purpose (e.g., to unnecessarily encumber the case development process or to
 16 impose unnecessary expenses and burdens on other parties) may expose the
 17 Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
 19 designated for protection do not qualify for protection at all or do not qualify for
 20 the level of protection initially asserted, that Designating Party must promptly
 21 notify all other Parties that it is withdrawing the mistaken designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
 23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 25 under this Order must be clearly so designated before the material is disclosed or
 26 produced.

27 Designation in conformity with this Order requires:
 28

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix, at a minimum, the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” to each page that contains protected material. If only a portion or portions
6 of the material on a page qualifies for protection, the Producing Party also must
7 clearly identify the protected portion(s) (e.g., by making appropriate markings in
8 the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
14 inspecting Party has identified the documents it wants copied and produced, the
15 Producing Party must determine which documents qualify for protection under this
16 Order. Then, before producing the specified documents, the Producing Party must
17 affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
18 – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material.

19 (b) for testimony given in depositions, that the Designating Party
20 identify on the record, before the close of the deposition, all protected testimony
21 and specify the level of protection being asserted. When it is impractical to
22 identify separately each portion of testimony that is entitled to protection and it
23 appears that substantial portions of the testimony may qualify for protection, the
24 Designating Party may temporarily designate as protected the entire rough
25 transcript and will have up to 30 days from receipt of the final transcript to identify
26 the specific portions of testimony as to which protection is warranted and to
27 specify the level of protection being asserted. Only those portions of the testimony
28 that are appropriately designated for protection within 30 days from receipt of the

1 final transcript shall be covered by the provisions of this Stipulated Protective
 2 Order. Alternatively, a Designating Party may specify, at the deposition or up to
 3 21 days afterwards if that protection is properly invoked, that the entire transcript
 4 shall be treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 5 ATTORNEYS' EYES ONLY." Any transcript that is prepared before the
 6 expiration of a 21-period for designation shall be treated during that period as if it
 7 had been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 8 ONLY" in its entirety unless otherwise agreed. After the expiration of that period,
 9 the transcript shall be treated only as actually designated.

10 The use of a document as an exhibit at a deposition shall not in any way
 11 affect its designation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 12 ATTORNEYS' EYES ONLY."

13 (c) for information produced in some form other than documentary
 14 and for any other tangible items, that the Producing Party affix in a prominent
 15 place on the exterior of the container or containers in which the information is
 16 stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 17 ATTORNEYS' EYES ONLY."

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 19 failure to designate qualified information or items does not, standing alone, waive
 20 the Designating Party's right to secure protection under this Order for such
 21 material. Upon timely correction of a designation, the Receiving Party must make
 22 reasonable efforts to assure that the material is treated in accordance with the
 23 provisions of this Order.

24 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 27 designation of confidentiality at any time that is consistent with the Court's
 28 Scheduling Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 2 resolution process under Local Rule 37.1, et seq. Any discovery motion must
 3 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.
 4

5 6.3 Burden. The burden of persuasion in any such challenge proceeding
 6 shall be on the Designating Party. Frivolous challenges, and those made for an
 7 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
 8 other parties) may expose the Challenging Party to sanctions. Unless the
 9 Designating Party has waived or withdrawn the confidentiality designation, all
 10 parties shall continue to afford the material in question the level of protection to
 11 which it is entitled under the Producing Party's designation until the Court rules on
 12 the challenge.

13 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

14 7.1 Basic Principles. A Receiving Party may use Protected Material that
 15 is disclosed or produced by another Party or by a Non-Party in connection with this
 16 Action only for prosecuting, defending, or attempting to settle this Action. Such
 17 Protected Material may be disclosed only to the categories of persons and under
 18 the conditions described in this Order. When the Action has been terminated, a
 19 Receiving Party must comply with the provisions of section 13 below (FINAL
 20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
 22 location and in a secure manner that ensures that access is limited to the persons
 23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 25 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 26 Receiving Party may disclose any information or item designated
 27 "CONFIDENTIAL" only to:
 28

1 (a) the Receiving Party's Outside Counsel of Record in this Action,
 2 as well as employees of said Outside Counsel of Record to whom it is reasonably
 3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel)
 5 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
 7 disclosure is reasonably necessary for this Action and who have signed the
 8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional
 12 Vendors to whom disclosure is reasonably necessary for this Action and who have
 13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or
 15 a custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in
 17 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
 18 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
 19 they will not be permitted to keep any confidential information unless they sign the
 20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
 21 agreed by the Designating Party or ordered by the Court. Pages of transcribed
 22 deposition testimony or exhibits to depositions that reveal Protected Material may
 23 be separately bound by the court reporter and may not be disclosed to anyone
 24 except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,
 26 mutually agreed upon by any of the parties engaged in settlement discussions.

27 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 28 ONLY" Information or Items. Unless otherwise ordered by the Court or permitted

1 in writing by the Designating Party, a Receiving Party may disclose any
 2 information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
 3 EYES ONLY" only to:

4 (a) the Receiving Party's Outside Counsel of Record in this Action,
 5 as well as employees of said Outside Counsel of Record to whom it is reasonably
 6 necessary to disclose the information for this Action;

7 (b) Experts (as defined in this Order) of the Receiving Party to whom
 8 disclosure is reasonably necessary for this Action and who have signed the
 9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (c) the Court and its personnel;

11 (d) court reporters and their staff;

12 (e) professional jury or trial consultants, mock jurors, and Professional
 13 Vendors to whom disclosure is reasonably necessary for this Action and who have
 14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (f) the author or recipient of a document containing the information or
 16 a custodian or other person who otherwise possessed or knew the information;

17 (g) during their depositions, witnesses, and attorneys for witnesses, in
 18 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
 19 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
 20 they will not be permitted to keep any confidential information unless they sign the
 21 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
 22 agreed by the Designating Party or ordered by the Court. Pages of transcribed
 23 deposition testimony or exhibits to depositions that reveal Protected Material may
 24 be separately bound by the court reporter and may not be disclosed to anyone
 25 except as permitted under this Stipulated Protective Order; and

26 (h) any mediator or settlement officer, and their supporting personnel,
 27 mutually agreed upon by any of the parties engaged in settlement discussions.

28

7.4 Advice to Clients. This order shall not bar any attorney in the course of rendering advice to such attorney's Party client with respect to this litigation from conveying to any Party client the attorney's evaluation in a general way of any materials designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." However, in the course of rendering such advice and otherwise communicating with the client, the attorney shall not disclose the specific contents of any materials designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" if such disclosure would be contrary to the terms of this order.

8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's

1 permission. The Designating Party shall bear the burden and expense of seeking
 2 protection in that court of its confidential material and nothing in these provisions
 3 should be construed as authorizing or encouraging a Receiving Party in this Action
 4 to disobey a lawful directive from another court.

5 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
 6 **PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a Non-
 8 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
 9 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced
 10 by Non-Parties in connection with this litigation is protected by the remedies and
 11 relief provided by this Order. Nothing in these provisions should be construed as
 12 prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to
 14 produce a Non-Party's confidential information in its possession, and the Party is
 15 subject to an agreement with the Non-Party not to produce the Non-Party's
 16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party
 18 that some or all of the information requested is subject to a confidentiality
 19 agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
 21 Protective Order in this Action, the relevant discovery request(s), and a
 22 reasonably specific description of the information requested; and

23 (3) make the information requested available for inspection by the
 24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this Court within
 26 14 days of receiving the notice and accompanying information, the Receiving
 27 Party may produce the Non-Party's confidential information responsive to the
 28 discovery request. If the Non-Party timely seeks a protective order, the Receiving

1 Party shall not produce any information in its possession or control that is subject
 2 to the confidentiality agreement with the Non-Party before a determination by the
 3 Court. Absent a court order to the contrary, the Non-Party shall bear the burden
 4 and expense of seeking protection in this Court of its Protected Material.

5 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has
 7 disclosed Protected Material to any person or in any circumstance not authorized
 8 under this Stipulated Protective Order, the Receiving Party must immediately (a)
 9 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
 10 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
 11 the person or persons to whom unauthorized disclosures were made of all the terms
 12 of this Order, and (d) request such person or persons to execute the
 13 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
 14 A.

15 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**
 16 **OTHERWISE PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain
 18 inadvertently produced material is subject to a claim of privilege or other
 19 protection, the obligations of the Receiving Parties are those set forth in Federal
 20 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 21 whatever procedure may be established in an e-discovery order that provides for
 22 production without prior privilege review. Pursuant to Federal Rule of Evidence
 23 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 24 of a communication or information covered by the attorney-client privilege or
 25 work product protection, the parties may incorporate their agreement in the
 26 stipulated protective order submitted to the Court if the Court so permits.

27 12. **MISCELLANEOUS**

1 12.1 Right to Further Relief. Nothing in this Order abridges the right of
2 any person to seek its modification by the Court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this
4 Protective Order, no Party waives any right it otherwise would have to object to
5 disclosing or producing any information or item on any ground not addressed in
6 this Stipulated Protective Order. Similarly, no Party waives any right to object on
7 any ground to use in evidence of any of the material covered by this Protective
8 Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material
11 may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue; good cause must be shown in the request to
13 file under seal. If a Party's request to file Protected Material under seal is denied
14 by the Court, then the Receiving Party may file the information in the public record
15 unless otherwise instructed by the Court.

16 13. **FINAL DISPOSITION**

17 Within 60 days after the final disposition of this Action, as defined in Section 4,
18 each Receiving Party must return all Protected Material to the Producing Party or
19 destroy such material. As used in this subdivision, "all Protected Material"
20 includes all copies, abstracts, compilations, summaries, and any other format
21 reproducing or capturing any of the Protected Material. Whether the Protected
22 Material is returned or destroyed, the Receiving Party must submit a written
23 certification to the Producing Party (and, if not the same person or entity, to the
24 Designating Party) by the 60 day deadline that affirms that the Receiving Party has
25 not retained any copies, abstracts, compilations, summaries or any other format
26 reproducing or capturing any of the Protected Material. Notwithstanding this
27 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
28 papers, trial, deposition, and hearing transcripts, legal memoranda,

1 correspondence, deposition and trial exhibits, expert reports, attorney work
2 product, and consultant and expert work product, even if such materials contain
3 Protected Material. Any such archival copies that contain or constitute Protected
4 Material remain subject to this Protective Order as set forth in Section 4
5 (DURATION).

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7 IT IS SO ORDERED.

8 DATED this 7th day of June, 2016.

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12 The Hon. Jean P. Rosenbluth
13 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare
 under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for
 the Central District of California on _____ in the case of *Grover Products Co. v.*
Fleetpride, Inc. and Does 1-10, Inclusive, Case No. cv-16-2140-TJH (JPRx). I
 agree to comply with and to be bound by all the terms of this Stipulated Protective
 Order and I understand and acknowledge that failure to so comply could expose
 me to sanctions and punishment in the nature of contempt. I solemnly promise that
 I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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